

BYLAW NUMBER 2049-14

BEING A BYLAW TO REGULATE AND CONTROL, LICENSE AND IMPOUND CATS IN THE TOWN OF STETTLER.

WHEREAS THE MUNICIPAL GOVERNMENT ACT, RSA 2000, c. M-26 ENABLES COUNCIL OF A MUNICIPALITY TO PASS BYLAWS RESPECTING WILD AND DOMESTIC ANIMALS, AND ACTIVITIES IN RELATION TO THEM.

NOW THEREFORE THE MUNICIPAL COUNCIL OF THE TOWN OF STETTLER, IN THE PROVINCE OF ALBERTA ENACTS AS FOLLOWS:

1. THIS BYLAW MAY BE CITED AS THE “CAT BYLAW.”

DEFINITIONS

Definitions

2. (1) “ALTERED” means spayed or neutered.
- (2) “CONTRACTOR” means a person or agency under contract by the Town to maintain and administer a pound facility or animal shelter for animals, including cats.
- (3) “CAT” means any domesticated cat.
- (4) “CAT TRAP” means a device provided by the Town or Contractor which may be placed upon Public Property or Private Property by the Town or by any person on Private Property to trap a Cat which may be Running At Large. A Cat Trap is not limited to, but may consist of, a:
 - (a) wire trap complete with a pressure loaded floor which activates a door to trap the cat inside it; or
 - (b) trap that is humane in nature and does not inflict pain or suffering to confine the cat inside it.
- (5) “FEEDING STATION” means food left on Public Property or Private Property for the purpose of feeding or attracting feral or stray cats.
- (6) “MINOR INJURY” means any physical injury that results in bleeding, bruising, tearing of skin or any other injury that is not life threatening, disfiguring or debilitating.
- (7) “MUNICIPAL TICKET” means a ticket issued on behalf of the Town, in a form prescribed by the Chief Administrative Officer, that allows for voluntary payment to the Town of a fine amount established by this Bylaw within a set time period, in lieu of prosecution for the offence.
- (8) “OWNER” means a person:
 - (a) who has the care, charge, custody, Possession, or control of a Cat, excluding any person who has found or trapped a Cat and has taken control of it for the purposes of locating its Owner and/or turning it over to a pound facility, animal shelter or Peace Officer;
 - (b) who owns or claims a proprietary interest in a Cat;
 - (c) who harbors, suffers, or permits a Cat to remain temporarily or permanently, on any property of the Owner, or under that person’s control;
 - (d) who claims and receives a Cat from the custody of a pound facility, animal shelter or Peace Officer; and
 - (e) to whom a license has been issued for a Cat under this Bylaw.

For the purposes of this Bylaw, a Cat can have more than one Owner at the same time, any, or all, who may be charged with offences under this Bylaw.

- (9) “PEACE OFFICER” means a Bylaw Enforcement Officer appointed by the Town to enforce the Town Bylaws, a member of the Royal Canadian Mounted Police, a Community Peace Officer and a Special Constable.
- (10) “PERMITTED LEASH” means a leash that is less than two (2) meters in length and made of a material capable of restraining the Cat on which is it being used. When a Retractable Leash is in use the length of the leash shall not exceed two (2) meters.

- (11) “POSSESSION” means:
 - (a) exercising physical or effective control over a Cat;
 - (b) having been given physical or effective control of a Cat by its Owner for the purpose of controlling the Cat for a specific period of time;
 - (c) where one or more persons, with the knowledge and consent of the other, has physical or effective control of a Cat, it may be deemed to be in the control of all of them.
- (12) “PRIVATE PROPERTY” means all property within the Town that is not Public Property.
- (13) “PUBLIC PROPERTY” means any place, including privately owned or leased property, to which the public reasonably has, or is permitted to have, access.
- (14) “RETRACTABLE LEASH” means a leash which is able to extend to a longer length or retract to a shorter length of which the internal mechanisms that extend and retract the leash are housed within a hand held or similar device.
- (15) “RUNNING AT LARGE” means a Cat that is off the Owner’s property, and is not being carried by a person, or, is not on a Permitted Leash held by a person able to control the Cat.
- (16) “SCHOOL GROUNDS” means any public or private school and surrounding property that is controlled and maintained by the school and/or school board.
- (17) “SEVERE INJURY” means any physical injury that results in broken bones or lacerations requiring sutures or cosmetic surgery.
- (18) “TAG” means a current tag issued by the Town to an Owner for each Cat he/she owns, indicating the year for which the fee has been paid, and which bears a number corresponding to the number in the Cat licensing database for the Town.
- (19) “THREATENING BEHAVIOR” means behavior that creates a reasonable apprehension of a threat of physical injury and may include growling, lunging, hissing or chasing in a menacing fashion.
- (20) “VIOLATION TICKET” means a ticket issued pursuant to the Provincial Offences Procedure Act, RSA 2000, c. P-34, as amended, and any regulations thereunder.

LICENSING

Licensing of Cats

3. (1) The Owner of a Cat (that is six weeks of age or older) shall apply for a license, pay the fee set out in Schedule “B” herein, and obtain a Tag from the Town immediately upon becoming the Owner of the Cat and shall renew each license prior to January 31 of each year.
- (2) A person staying in the Town shall apply for a license and obtain a Tag for each Cat they own within fourteen days of becoming resident in the Town.
- (3) Upon receipt of payment of the license fee for each Cat, a Tag shall be issued to the Owner.
- (4) The Owner of a Cat shall affix the Tag for such Cat to its collar or harness and ensure that the collar and Tag are worn when the Cat is off the Owner’s property.
- (5) If a Tag is lost or destroyed, upon presentation of a receipt showing payment of the license fee for the current year (or the Town’s Cat licensing database showing such payment was made) and payment to the Town of the sum set out in Schedule “B” herein for a replacement Tag, the Town will provide a replacement Tag to the Owner.
- (6) A license is valid only for the calendar year in which it is issued, regardless of the actual date upon which the license was purchased. Licenses and Tags are not transferable from one Cat to another and no refund shall be made on any paid Cat license fee because of the death or sale of the Cat or upon the Owner leaving the Town before the end of the year for which the license was paid.

- (7) Any person that becomes the Owner of a Cat already licensed under this Bylaw shall report the change of ownership to the Town and the Town shall transfer ownership of the license to that person. No additional fee shall be charged by the Town to the new Owner of the Cat for the year for which that license was purchased.

OFFENCES

Offences

4. (1) The Owner of a Cat is guilty of an offence if:
- (a) he or she fails to obtain a license for such Cat;
 - (b) he or she provides false or misleading information on a Cat license application;
 - (c) he or she fails to ensure such Cat wears a collar and Tag when the Cat is off the Owner's property;
 - (d) such Cat is Running at Large;
 - (e) he or she attaches a leash to their Cat which is over the length of two (2) meters;
 - (f) he or she attaches a Retractable Leash to their Cat and fails to maintain a leash length of two (2) meters;
 - (g) such Cat is in heat and is not confined and housed in the Owner's residence or in a licensed kennel during the whole of the heat period, except for the purpose of defecating on the property of the Owner;
 - (h) such Cat defecates on any property that is not the Owner's property and the Owner fails to immediately remove such defecation.
 - (i) he or she allows any fecal matter to remain or accumulate on their property such that it causes odor, unsightliness, or has a detrimental impact on the use or enjoyment of adjacent properties;
 - (j) such Cat is on School Grounds and the Owner does not have written permission from the school or the school board for the Cat to be there;
 - (k) he or she leaves such Cat unattended on any Public Property;
 - (l) such Cat destroys or damages any property that is not the Owner's property;
 - (m) he or she has more than three Cats on any land which contains a dwelling unit, building or structure.
- (2) Section 4(1)(m) shall not apply to:
- (a) premises lawfully used for the care and treatment of Cats operated by and under the charge of a registered veterinarian;
 - (b) the Owner who is the holder of a valid and subsisting development permit to operate a kennel, animal hospital, shelter, pound, or other animal operation authorized by the Town Land Use Bylaw; or
 - (c) the Owner who has more than three Cats that are under six weeks of age that are the offspring of a Cat licensed to the Owner that is residing at the same location.

Threatening Behavior

5. (1) The Owner of a Cat is guilty of an offence if, whether on or off the Owner's property, the Cat:
- (a) exhibits Threatening Behavior toward another domestic animal;
 - (b) exhibits Threatening Behavior toward a person.

Injury Offences

6. (1) The Owner of a Cat is guilty of an offence if the Cat:
 - (a) bites, attacks or causes Minor Injury to another domestic animal; or
 - (b) bites, attacks or causes Minor Injury to a person.
- (2) The Owner of a Cat is guilty of an offence if the Cat:
 - (a) causes Severe Injury to another domestic animal; or
 - (b) causes Severe Injury to a person.
- (3) The Owner of a Cat is guilty of an offence if the Cat causes death to another domestic animal.

Fail to Provide Information Offences

7. (1) A person is guilty of an offence if he or she:
 - (a) fails to provide valid Cat license information to a Peace Officer upon request;
 - (b) provides false or misleading information to any Peace Officer;
 - (c) refuse to provide valid identification to a Peace Officer upon request while that Peace Officer is investigating any contravention of this Bylaw.

General Offences

8. (1) A person is guilty of an offence if he or she:
 - (a) interferes with or attempts to obstruct a Peace Officer who is attempting to capture or who has captured any Cat in accordance with the provisions of this Bylaw;
 - (b) interferes with or attempts to obstruct a Peace Officer who is on active duty and investigating the contravention of any section of this Bylaw;
 - (c) unlocks or unlatches or otherwise opens the vehicle in which Cats captured for impoundment have been placed, so as to allow or attempt to allow any Cat to escape there from;
 - (d) unlocks or unlatches or otherwise opens any Cat Trap or other animal trap to allow or attempt to allow any Cat to escape there from;
 - (e) removes or attempts to remove any Cats from the possession of a Peace Officer;
 - (f) creates, maintains or operates a Feeding Station;
 - (g) unties, loosens, or otherwise frees a Cat which has been tied or otherwise restrained;
 - (h) opens a gate, door, or other opening in a fence or enclosure in which a Cat has been confined which allows such Cat to leave the fenced area or enclosure;
 - (i) throws or pokes any object into an enclosed space where a Cat is caught or confined therein.
- (2) Subsection (1)(g) and (h) shall not apply to a Peace Officer who is attempting to capture or who has captured a Cat which is subject to impoundment or seizure pursuant to this Bylaw.

IMPOUNDMENT OF CATS

Release of Impounded Cats

9. The Town shall arrange for a pound to be established for the keeping and impounding of Cats and may do so by entering into an agreement with a Contractor. A Contractor or any such pound may make rules and regulations for the operation and management of the pound, provided they are not inconsistent with this Bylaw.

10. (1) A Peace Officer may seize and impound:
 - (a) any Cat Running at Large;
 - (b) any Cat trapped or confined within a Cat Trap;
 - (c) any Cat not wearing a Tag while off the premises of the Owner;
 - (d) any female Cat in heat not confined and housed;
 - (e) any Cat that has caused or is alleged to have caused Minor Injury or Severe Injury to a domestic animal or a person.

11. (1) The Contractor shall keep all impounded Cats for a period of no less than three days, including the day of impoundment. Sundays and Statutory holidays shall not be included in the computation of the three day period. During this period, any healthy Cat may be redeemed by its Owner, upon payment to the Contractor of:
 - (a) any fees pursuant to the cost of impoundment and care while in the kennel facility which includes, but is not limited to, impound fees, vet care, procedures, and medications;
 - (b) kennel fees as specified from time to time in the contract between the Town and the Contractor for every twenty-four hour period or fraction thereof that the Cat has been impounded; and
 - (c) the appropriate license fee when a Cat is not licensed.
- (2) Any Owner attempting to claim an impounded Cat shall present government issued identification to the Contractor or the staff of the impound facility.
- (3) Where an impounded Cat has not been claimed from the Contractor within the time set forth in Section 11(1), the Contractor is deemed to be the Owner of the Cat.
- (4) The purchaser of a Cat from the Contractor pursuant to the provisions of this Bylaw shall obtain full right and title to it and the title of the former Owner of the Cat shall cease upon the purchase.
- (5) The Contractor or Peace Officer shall report any apparent illness, communicable disease, injury, or unhealthy condition of any Cat to a veterinarian and act upon his recommendation, after consulting with the Owner when and if possible. The Owner of the Cat shall be responsible for all resulting costs and charges.

Trapping

12. (1) The Town may, at its discretion, rent Cat Traps or arrange for the Contractor to provide Town residents with Cat Traps for use on property occupied by them.
- (2) The Town or Contractor may, at their discretion, set, use, or operate a Cat Trap or any other animal trap on Town or Public Property.
- (3) Cat Traps can be used by the Town or Contractor and rented to any person between the dates of May 1 and September 30 of each calendar year.
- (4) A person is guilty of an offence if he or she sets, uses, or operates any trap capable of trapping a Cat or other domestic animal between the dates of October 1 in one year and April 30 of the following year.
- (5) A person renting a Cat Trap from the Town or Contractor shall complete a rental agreement containing:
 - (a) the name, address, and phone number of the person renting the Cat Trap;
 - (b) the dollar amount of the deposit assigned by the Town to rent a Cat Trap;
 - (c) the date on which the Cat Trap is to be returned to the Town or Contractor; and

- (d) any other information pertaining to the rules and/or regulations involving the Cat Trap as specified by the Town.
- (6) The person who completes the rental agreement assumes all responsibility for the Cat Trap and is liable for the condition of the Cat Trap for the duration of the rental agreement. That person is also responsible for the welfare of any animal caught in the Cat Trap in accordance with the Animal Protection Act, R.S.A. 2000, c. A-41.
- (7) A person who is in possession of a Cat Trap rented from the Town shall abide by the rules and regulations regarding its use as set out by the Town or Contractor.
- (8) A deposit paid to the Town or Contractor for the rental of a Cat Trap shall be held by the Town or the Contractor for the time period the Cat Trap is rented. The deposit shall be returned to the person who signed the rental agreement upon return of the Cat Trap if the Cat Trap is returned to the Town or Contractor in proper working order.
- (9) The deposit paid to the Town or Contractor for the rental of a Cat Trap may be forfeited to the Town or Contractor for:
 - (a) the cost to replace a damaged or broken Cat Trap; or
 - (b) the cost to replace a Cat Trap which has been stolen.
- (10) Any person shall be guilty of an offence if he or she damages or breaks a Cat Trap in their possession which has been rented as per the provisions of Section 12.
- (11) Any person shall be guilty of an offence if he or she permits a Cat Trap in their possession which has been rented as per the provisions of Section 12 to be stolen.
- (12) The Town or Contractor will only pick up an animal trapped in a Cat Trap rented from the Town or Contractor. Any animal trapped within a trap which has not been rented from the Town or Contractor, is the responsibility of the person who trapped it.
- (13) All Cats impounded by the Contractor as a result of being caught in a Cat Trap are subject to the provisions of Section 11 of this Bylaw.
- (14) Notwithstanding any provision of this Bylaw, the Town, Contractor or a Peace Officer, may enter onto property, other than a dwelling house, at any reasonable time to retrieve a Cat Trap rented from the Town or Contractor.
- (15) Nothing in this section relieves any person from complying with any other provisions of this Bylaw.

ENFORCEMENT AND PENALTIES

General Enforcement Provisions

- 13. A Peace Officer is authorized to enter onto Private Property, other than a dwelling house, at any reasonable time for the purposes of enforcing the provisions of this Bylaw.

Penalties

- 14. (1) Any person who breaches any provision of this Bylaw is guilty of an offence and liable upon summary conviction to a penalty:
 - (a) in an amount as specified in Schedule "A" hereto; or
 - (b) for any offence for which there is no penalty specified, to a penalty of not less than \$500.00 and not more than \$10,000.00;

and in default of payment of any penalty, to imprisonment for up to 6 months.

- (2) Any person who commits a second or subsequent offence under this Bylaw within twelve months of committing a first offence under this Bylaw, is liable to an increased penalty as set out in Schedule "A" herein, and in default of payment of any penalty, to imprisonment for up to six months.

- (3) For an offence that is of a continuing nature, a contravention constitutes a separate offence in respect to each day or part of day on which it continues. Any person guilty of such an offence is liable to a penalty in an amount not less than that established by the Bylaw for each such day.
- (4) Where a Peace Officer has reasonable grounds to believe that a person has contravened any provision of this Bylaw, he or she may issue and serve upon the person:
 - (a) a Municipal Ticket allowing payment of the specified penalty as set out in Schedule “A” of this Bylaw to the Town, which payment will be accepted by the Town in lieu of prosecution for the offence; or
 - (b) a Violation Ticket, allowing a voluntary payment of the specified penalty as set out in Schedule “A” of this Bylaw, or requiring a person to appear in court without the alternative of making a voluntary payment.
- (5) Nothing in this Bylaw shall prevent a Peace Officer from issuing a Violation Ticket for an offence if a person fails to pay the specified penalty on the face of a Municipal Ticket to the Town within the time specified on it.

GENERAL PROVISIONS

- 15. A copy of a record of the Town, certified by the Chief Administrative Officer as a true copy of the original, shall be admitted in evidence as prima facie proof of the facts stated in the record without proof of the appointment or signature of the person signing it.

SEVERABILITY OF BYLAW PROVISIONS

- 16. Each separate provision of this Bylaw shall be deemed independent of all other provisions, and if any provision of this Bylaw be declared invalid, all other provisions shall remain valid and enforceable.

REPEAL

- 17. Bylaw No. 1943-07 and amendments thereto are hereby repealed by the passage of this Bylaw.

COMMENCEMENT OF ENFORCEMENT

READ a first time this 18th day of February, A.D. 2014.

Read a second time this 4th day of March, A.D. 2014.

Read a third and finally passed this 4th day of March, A.D. 2014.

Mayor

Assistant CAO

SCHEDULE "A"
PENALTIES

	INFRACTION	FIRST OFFENCE	SECOND OFFENCE	THIRD OFFENCE
Section 4(1)(a)	Fail to obtain Cat License	\$100.00	\$250.00	\$500.00
Section 4(1)(b)	Provide false/misleading information on Cat license application	\$100.00	\$250.00	\$500.00
Section 4(1)(c)	Fail to ensure Cat has collar/harness and Tag	\$100.00	\$250.00	\$500.00
Section 4(1)(d)	Cat Running at Large	\$100.00	\$250.00	\$500.00
Section 4(1)(e)	Attach a leash to a Cat which is over the length of two (2) meters	\$100.00	\$250.00	\$500.00
Section 4(1)(f)	Fail to maintain a leash length of two (2) meters while using a Retractable Leash	\$100.00	\$250.00	\$500.00
Section 4(1)(g)	Fail to confine Cat in heat	\$100.00	\$250.00	\$500.00
Section 4(1)(h)	Fail to remove Cat defecation	\$100.00	\$250.00	\$500.00
Section 4(1)(i)	Allow Cat defecation to accumulate on property	\$100.00	\$250.00	\$500.00
Section 4(1)(j)	Cat on School Grounds	\$100.00	\$250.00	\$500.00
Section 4(1)(k)	Leave Cat unattended on Public Property	\$100.00	\$250.00	\$500.00
Section 4(1)(l)	Cat destroy/damage property	\$100.00	\$250.00	\$500.00
Section 4(1)(m)	Has more than three (3) Cats	\$100.00	\$250.00	\$500.00
Section 5(1)(a)	Cat exhibits Threatening Behavior to an animal	\$100.00	\$250.00	\$500.00
Section 5(1)(b)	Cat exhibits Threatening Behavior toward a person	\$250.00	\$500.00	\$750.00
Section 6(1)(a)	Cat bites/attacks/causes Minor Injury to an animal	\$500.00	\$750.00	\$1,000.00
Section 6(1)(b)	Cat bites/attacks/causes Minor Injury to a person	\$500.00	\$750.00	\$1,000.00
Section 6(2)(a)	Cat bites/attacks/causes Severe Injury to an animal	\$750.00	\$1,500.00	\$2,500.00
Section 6(2)(b)	Cat bites/attacks/causes Severe Injury to a person	\$1,000.00	\$2,500.00	\$5,000.00
Section 6(3)(a)	Cat causes death to an animal	\$1,000.00	\$2,500.00	\$5,000.00

Section 7(1)(a)	Fail to provide valid Cat license information to a Peace Officer	\$400.00	\$800.00	\$1,200.00
Section 7(1)(b)	Provide false/misleading information to a Peace Officer	\$400.00	\$800.00	\$1,200.00
Section 7(1)(c)	Fail to provide valid identification to Peace Officer	\$400.00	\$800.00	\$1,200.00
Section 8(1)(a)	Interfere/obstruct Peace Officer attempting to capture/has captured Cat	\$400.00	\$800.00	\$1,200.00
Section 8(1)(b)	Interfere/obstruct Peace Officer investigating bylaw contravention	\$400.00	\$800.00	\$1,200.00
Section 8(1)(c)	Unlock/unlatch/open vehicle to allow captured Cat to escape	\$400.00	\$800.00	\$1,200.00
Section 8(1)(d)	Unlock/unlatch/open Cat Trap or other animal trap to allow Cat to escape	\$400.00	\$800.00	\$1,200.00
Section 8(1)(e)	Remove/attempt to remove Cat from Peace Officer	\$400.00	\$800.00	\$1,200.00
Section 8(1)(f)	Create/Maintain/Operate Feeding Station	\$100.00	\$250.00	\$500.00
Section 8(1)(g)	Unties/loosens/frees restrained Cat	\$100.00	\$250.00	\$500.00
Section 8(1)(h)	Open enclosure/fence to allow Cat to leave	\$100.00	\$250.00	\$500.00
Section 8(1)(i)	Throw/Poke object at confined Cat	\$100.00	\$250.00	\$500.00
Section 12(4)	Set/use/operate Cat Trap when prohibited	\$100.00	\$250.00	\$500.00
Section 12(10)	Damage or break a rented Cat Trap	\$100.00	\$250.00	\$500.00
Section 12(11)	Permit a rented Cat Trap to be stolen	\$100.00	\$250.00	\$500.00

SCHEDULE "B"

Cat licensing fees if license purchased on or before January 31 of the current year:

Altered Cats: \$15.00

Non-Altered Cats: \$40.00

Cat licensing fees if license purchased after January 31 of the current year:

Altered Cats: \$25.00

Non-Altered Cats: \$50.00

Cost of replacement Tags: \$10.00 per Tag.